

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest in IP

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		07/22/2008	National Association:

## RECEIVING PARTY DATA

Name:	MSC-Medical Services Company
Street Address:	11764-1 Marco Beach Drive
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32224
Entity Type:	CORPORATION: FLORIDA

Name:	MCP-MSC Acquisition, Inc.
Street Address:	11764-1 Marco Beach Drive
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32224
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76476575	MSC
Serial Number:	76476345	PROVIDING A BETTER CHOICE
Serial Number:	76476343	RX MSC MEDICAL SERVICES COMPANY PHARMACY SERVICES
Serial Number:	76632090	MSC COMP PROCESSING SERVICES

## CORRESPONDENCE DATA

Fax Number: (646)728-2536

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

900117624

TRADEMARK  
REEL: 003864 FRAME: 0864

CH \$115.00 76476575

Phone: 212-596-9156  
Email: courtney.scanlon@ropesgray.com  
Correspondent Name: Courtney Scanlon  
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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	MCEN-069-008
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NAME OF SUBMITTER:	Courtney Scanlon
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Signature:	/Courtney Scanlon/
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Date:	10/03/2008
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Total Attachments: 5  
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## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") is given as of this 22 day of July, 2008, by U.S. BANK NATIONAL ASSOCIATION, a United States National Association, located at 60 Livingston Avenue, St. Paul, MN 55017, as Collateral Agent for the Secured Parties ("Assignor"), in favor of MSC-MEDICAL SERVICES COMPANY, a Florida corporation, located at 11764-1 Marco Beach Drive, Jacksonville, FL 32224, and MCP-MSC ACQUISITION, INC., a Delaware corporation, located at 11764-1 Marco Beach Drive, Jacksonville, FL 32224 (collectively, "Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Intellectual Property Security Agreement, Security Agreement, or Indenture, as applicable.

**WHEREAS**, MSC-Medical Services Company entered into an Indenture, dated as of June 21, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), with Assignor as indenture trustee;

**WHEREAS**, in order to induce the initial purchaser of the Second Lien Notes to purchase the Second Lien Notes from Issuer and to facilitate the resale of the Second Lien Notes by the initial purchaser thereof, Assignee executed and delivered that certain Security Agreement, dated June 21, 2005, made by Assignee to Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, under the terms of the Security Agreement, Assignee and Assignor entered into an Intellectual Property Security Agreement, dated as of June 21, 2005;

**WHEREAS**, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2005, at Reel 3116/0831;

**WHEREAS**, pursuant to the Security Agreement and the Intellectual Property Security Agreement, Assignee granted to Assignor a security interest in all of Assignee's right, title and interest in and to the following (the "Collateral");

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; and

**WHEREAS**, the Parties desire that Assignor terminate and release its security interest in all of Assignee's right, title and interest in and to the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its security interest in all of Assignee's right, title and interest in and to the Collateral, and reassigns and transfers any and all interest that it may have in the Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to record this Release with the United States Patent and Trademark Office and elsewhere, as necessary in order to memorialize the release of any security interest of Assignor in the Collateral.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its

agents or designees) reasonably requests, at Assignee's expense, in order to confirm this Release and Assignee's right, title, and interest in and to the Collateral.


This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

**ASSIGNOR:**

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent for the Secured Parties

By:   
Name: Richard Prokosch  
Title: Vice President

# SCHEDULES TO THE RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

## Schedule A. Patents and Patent Applications

None.

## Schedule B. Trademarks and Service Marks

Grantor	Property Type	Country	Mark/Domain	Registration/Serial No. and Date Filed
MSC –Medical Services Company	Domain Name		MEDSERVCO.COM	
MSC –Medical Services Company	Trade Name		MSC –Medical Services Company	
MSC –Medical Services Company	Trademark	U.S.	MSC (and Design)	2,999,543/ 76/476575 12/18/02
MSC –Medical Services Company	Trademark	U.S.	Providing a Better Choice	2,873,412/ 76-476345 08/17/04
MSC –Medical Services Company	Trademark	U.S.	Rx MSC Medical Services Company Pharmacy Services (and Design)	2,808,127/ 76-476343 01/27/04
MSC –Medical Services Company	Trademark	U.S.	MSC (and Design)	3,032,665/ 76/532367 07/25/03
MSC –Medical Services Company	Trademark	U.S.	MSC COMP PROCESSING SERVICES	3,243,252/ 76/632,090 02/24/05

## Schedule C. Copyright Registrations and Applications

None.